WA 115/2007
BEFORE
THE HON'BLE MR JUSTICE D. BISWAS, CHIEF JUSTICE (ACTING)
THE HON'BLE MR. JUSTICE B.P. KATAKEY

This writ appeal is directed against the order dated 21.2.2007 passed by the learned Single Judge in W.P.(C) No.6084/2006 and W.P.(C) No.4403/2005 closing both the writ petitions by holding that the petitioner is not entitled to any further relief.

2. We have heard Mr.A.S. Choudhury, learned senior counsel for the appellant and also Mr. S. Sarma, learned Standing Counsel appearing for the Respondents Sarba Siksha Abhijan Mission

3. Mr. Choudhury, learned senior counsel at the very outset submitted that he has no grievance in so far it relates to the disposal of the Writ Petition (C) No.4403/2005 as the period for which the extension of her service was sought for in the said writ petition has already been over and she has discharged her duties for such period by virtue of the interim order passed on 16.6.2005 in W.P.(C) No.4403/2005. Mr. Choudhury, however, referring to the order dated 18.6.2005 issued by the Mission Director, Sarba Siksha Abhijan Mission, Assam, pursuant to the interim order passed in W.P.(C) No.4403/2005 by the learned Single Judge on 16.6.2005 as well as the fact of allowing to put her signature in the attendance register, has submitted that since she has discharged her duties as State Consultant beyond the second term of her engagement sought for in the said writ petition, she should be paid the salaries for such period i.e. upto the date of order passed by the learned Single Judge, disposing of the Writ Petition (C) No.6084/2006, which writ petition has been filed claiming salary for the period after expiry of the period of second term.

4. Mr. Sarma, learned counsel appearing on behalf of the Respondents, on the other hand, has contended that admittedly the petitioner's first contract period of service was over on 30.4.2005 and by virtue of the interim order passed on 16.6.2005 in W.P.(C) No.4403/2005 she discharged her duties for the next term of 11 months also and, for which period, she has been paid. It is further submitted that the order dated 18.6.2005 passed by the Mission Director is co-terminus with the prayer made in the Writ Petition (C) No.4403/2005 and there being no fresh order of engagement of the writ petitioner after the second term, the petitioner is not entitled to any salary, more-so, when her contract was not extended by the authority.

5. It appears from the prayer made in W.P.(C) No.4403/2005 that the appellant has challenged the order dated 14.6.2005 issued by the Mission Director releasing her from service with effect from 16.6.2005. In the said writ petition she has prayed for allowing her to continue in service for the second term of 11 months. There is an interim order passed on 16.6.2005, by virtue of which she has continued for the next term of 11 months. The prayer made in the said writ petition has in-fact become infructuous in view of her continuation in service for the next term for which prayer was made for extension of her services by filing the writ petition. The order dated 18.6.2005 passed by the Mission Director allowing her to continue in service until further orders was passed pursuant to the interim order dated 16.6.2005 passed in W.P.(C) No.4403/2005 and such order passed by the Mission Director cannot give any mileage to the writ petitioner to continue in service beyond the period for which she has prayed for her engagement in the said writ petition. Putting her signature in the attendance register in the absence of any valid order of engagement for the second term will also not confer any right on the writ petitioner to claim salary. The salary can be claimed by

a person provided he/she has been validly appointed by the valid authority. In t he absence of any such order, we are of the considered view that the learned Sin gle Judge has rightly rejected the prayer made by the writ petitioner for paymen t of salary made in the writ petition. Hence, we are not inclined to interfere w ith the order passed by the learned Single Judge.

The appeal, therefore, stands dismissed.